

**Schedule “RR”  
To By-Laws**

**Rules and Regulations**

**For**

**Somerset at Abacoa**

**Condominium Association**

**Jupiter, Florida**

**33458**

**The Board of Directors - Somerset at Abacoa Condominium Association, Inc. Adopted: 02/2004**

**Revised 10/2012, Approved by Board.**

**Revised 12/2013 Approved by the Board of Directors.**

**Revised 06/2015 Approved by the Board of Directors.**

# Introduction

Condominium living is a unique concept and way of life; this may be your initial experience. As a resident, whether a previous condominium dweller or a new condominium resident, you are welcome to Somerset at Abacoa Condominiums.

The Rules and Regulations were created based on previous misunderstandings at this and other condominium communities. They are to help all of us work together to have a neighborhood of respect and cooperation. As a resident, you are invited to suggest changes, deletions, and additions to the Rules and Regulations. You may do this in writing through the Board. The approval/disapproval of your suggestion and the rationale for the decision will be discussed with you.

You are also invited to become a part of the Somerset community. You can be a neighborhood watch representative in your building, you can be on one of the committees that are organized, or you can be on the Association Board. There are many opportunities; so get involved, make friends, and make Somerset an outstanding neighborhood.

# Maintenance Fees

Maintenance fees are due and payable the first of the month of each quarter. Checks are to be made payable to: Somerset at Abacoa.

In an effort to avoid potential late fees, automatic deposits are encouraged. You are strongly encouraged to use ACD or any electronic check deposit that your financial institution may use. You may obtain the deposit information by calling the property management company.

1. Payments that are received later than the 15th of the month will be assessed a Twenty-Five Dollar Late fee. Any monies received after the 15th of the month will be applied to the late fees first.
2. Payments should be made as indicated on the invoice and/or statement.

# Occupancy

1. Units shall be used for residential purposes only. The maximum number of occupants shall not exceed the number allowed by town, county and state regulations.
2. Each Owner, Tenant and Occupant of a Unit must carefully review the Declaration and Rules and Regulations for occupancy and use restrictions.

# Use

1. No improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, or of the Common Elements or any part thereof.
2. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction shall be observed.
3. No resident shall permit or have anything done to or kept in his/her Unit which will increase the rate of insurance **on** the Condominium Property
4. No resident will obstruct or interfere with the rights of other residents or annoy them by unreasonable noises, smells or otherwise.
5. No resident shall commit or permit any nuisance, or illegal act in or about the Condominium Property.
6. No business, trade, or profession of any type shall be conducted from within any Unit in the Condominium without the prior written consent of the Association.
7. The Association has the authority to change and proclaim Rules and Regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted.
8. The Association may revoke and/or suspend the granting of any additional permitted use, when in the Association's opinion the use has become excessive and/or violates the residential character of the Condominium.
9. The use of all Common Elements is governed by the Rules and Regulations, and they may be amended from time to time by the Association.
10. Common Elements and Limited Common Elements shall only be used for the purposes intended.
11. Common Elements shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other items.
12. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
13. Plumbing:
  - a. Toilets and other plumbing shall not be used for any purposes other than those for which they are constructed.
  - b. No sweeping, rubbish, rags, or other foreign substances shall be thrown in the toilets.
  - c. The cost of any damage resulting from misuse shall be borne by the person causing the damage and, in the case of guests, by the resident who invited the guest onto the Condominium property.

## Apparatus and Alterations

1. No flammable, combustible or explosive fluid, chemical, or substance shall be kept in any unit, on balconies, storage units, or garages.
2. One mailbox key is provided to the owner. Replacement or additional keys are the responsibility of the resident.
3. **The county fire regulations and town of Jupiter do not allow PROPANE GAS TANKS to be located closer than 15 feet of a building structure. Violations are subject to fines.**

## Apparatus and Alterations (continued)

4. Patios/Balconies and Enclosures:
  - a. No cooking of any kind on the balconies or patios.
  - b. Playing TV, radio, and stereo at a loud volume, or the causing of any loud noise after 11PM or before 6AM is prohibited
  - c. No hosing of balcony floors; **wet mop only**; no water is to drip over the edges.
5. The unit owner is responsible for any and all costs of damage to the patios, balconies, railings, screens, wall paint, light fixtures, etc. All repairs/changes must be handled with the approval of the association in order to conform to the building architecture, color, materials, etc.
6. Hallways and Stairs:
  - a. No food or beverages to be consumed in these areas.
  - b. No Smoking in hallways and stairs.
  - c. No running, rowdiness, skateboarding, playing, or loitering in these areas.
7. No advertisements, or notices shall be exhibited, displayed, inscribed, painted, or affixed to any part of the unit, condominium, and/or property, unless approved by the association. The exception is the Community Bulletin Board located near the Mail Box area.
8. No signs of any kind shall be displayed to the public view on any Unit or in any window except for approved "FOR SALE" and "FOR RENT" signs. Contact the Property Manager for signage restrictions.
9. The sidewalks, entrances, passages, vestibules, walkways, etc. and all of the common areas must not be obstructed.
  - a. Trash and cigarette butts are to be properly disposed.
  - b. No skateboarding, roller skating, scooters, or similar activity is permitted on the clubhouse steps/walkways, porch, or in the pool and playground areas.**
  - c. Passageways must be clear and unobstructed at all times. Storage of personal items must be kept within the residence or storage areas.
10. Each resident who plans to be absent from his/her unit during hurricane season must prepare the unit prior to departure by removing all furniture and other objects from the patio/ balcony. Hurricane shutters may not be erected until a storm watch or warning is announced; Shutters shall be taken down no later than two (2) weeks after a Hurricane.
11. Except for emergencies, no resident shall perform or cause to be performed any work in the unit that involves hammering, drilling, sawing, or the use of noisy tools or machinery except between hours of 8:00AM and 6:00PM, Monday-Friday, 10:00AM-5:00PM Saturday.
12. Inflatable play equipment is not permitted in the common areas of the Association.

## Apparatus and Alterations (continued)

13. No awning, porch screening, canopy, decorative shutters, or other protection shall be attached to or placed upon the outside walls/windows/doors. Permanent accordion type hurricane shutters may be permanently affixed after submitting an Architectural Change Request and receiving Board Approval.
14. Floor covering changes, both inside and outside, require that an Architectural Change Request be submitted to and approved by the Association Board.
15. All window coverings viewed from the exterior of the buildings must be white or off white, to maintain uniform appearance.
16. Decorations:
  - a. Holiday decorations may be displayed within the immediate area of a residence for a reasonable period of time surrounding the holiday.
  - b. All decorations shall be temporary and no permanent decoration may be affixed to the unit or property.
  - c. The American flag may be displayed at all times. Military flags may be displayed on the days each branch of service are commemorated. All flags shall be no larger than 4 (feet) by 6 (feet).
17. Bicycles must be stored in the resident's storage area, in their unit, or in the bike racks provided in the common areas.
18. Garbage and trash must be placed in a sturdy plastic bag, and tied prior to being placed in Compactor.  
At NO time is trash to be placed on the floor of the Compactor area. If the Compactor is full; take your trash to the Jupiter Refuse area off Military Trail.
19. Recyclables are to be placed in containers identified in the compactor area. Plastic bags and egg cartons are NOT to be placed in the recycle bins. Place glass, aluminum, steel, plastics, paper and cardboard in the bins. Any large cardboard is to be flattened and placed alongside the Compactor.  
**Mattresses, furniture, TV boxes, etc., are NOT to be placed at the compactor.** These items are to be taken by residents to the Jupiter refuse area off Military Trail.
20. Gardens and landscaping change modification/addition of condominium landscaping must be applied for and approved in writing by the Board. The intent is to keep the landscaping uniform and consistent.
21. Outside Pest Control is provided by the Association.
22. Unit owners are entirely responsible for maintenance and repairs within their units.  
Residents are liable for damages to Condominium property caused by receiving deliveries, or removing furniture or other articles to or from the respective units.

## Association

1. No resident of a unit shall direct, supervise, or in any manner attempt to assert any control over any contractors or employees of the association nor shall he/ she attempt to send any such employees on private business of such resident; such employees are to be directed only by the management personnel engaged by the association.
2. **Condominium Act 718.111 number 5** requires resident/owner to provide a pass-key to the property manager. The pass-key will be used only **for emergencies**. Remember to keep the key current if you change the locks. Should a resident fail to provide such a key, the Association shall have the right to enter for the purposes provided herein and under the Declarations.
3. It is mandatory that an adult be in residence with persons under 18 years of age who are occupying the unit.
4. There shall be no solicitation of any kind for any purpose whatsoever.

## Purchase of Units

1. A purchase offer must be accompanied with a copy of a fully executed purchase agreement signed and dated by the Seller and Buyer 30 days prior to closing.
2. An application must be completed and an application fee in the amount of \$100.00(non refundable) is Payable to: **Somerset of Abacoa**.
3. Two personal references must be provided as part of the application.
4. Sellers must provide the buyers with a copy of the complete Condominium Documents (By-Laws, Declaration, and Rules and Regulations).
5. Receipt of all documents stated above must be signed by buyer and returned with application to the Property Management Company.

## Renting/ Leasing Units

1. Lease Periods:
  - a. A condominium must be leased for a period of not less than (7) consecutive months and cannot be rented/ leased more than 2 times per calendar year.
  - b. Owner must renew lease on a YEARLY basis.
2. Tenants are to pay rental fees directly to Management Company IF owner becomes delinquent in his/her payment of Condominium Association fees. Tenant and owner will be notified if this action is required.
3. No interview, back ground check and/or credit check is required by the Association per the governing documents.

## **Renting/ Leasing Units (continued)**

4. All Lease applications and/or Renewal Lease applications must be a fully completed application submitted to the Management Company for processing with all requested documentation on the application checklist.
  - a. \$100.00 Non-Refundable Application Fee
  - b. A signed Acknowledgment Form confirming renter/tenant and unit owner have read and understand the Rules and Regulations
  
5. All leases are subject to the terms and conditions of the Condominium Documents. Should a renter be evicted for violations of the Rules and Regulations, the Owner will be responsible for all legal costs.

## **Parking**

1. Blocking parking areas is prohibited. The blocking of driveways impedes Police and Emergency vehicles.
2. Parking is permitted only in designated areas
3. Recreational vehicles, motor homes, trailers, campers, commercial vehicles, boats, or canoes, on or off trailers, are prohibited from parking or being stored unless approval is given by the Board.
4. All vehicles must be registered and in running condition.
5. Loud mufflers, tire burn-outs, racing of engines, horn blowing, or any unnecessary noise and disturbances are prohibited.
6. There shall be no staying or sleeping overnight in any vehicle at any time.
7. Commercial vehicles may be in the parking lot ONLY while servicing a unit or building. Except for emergencies, time is not to exceed 10 hours, and shall be from 8:00AM-6:00PM, unless approved by the Board.
8. No major mechanical repair, alterations, body, and/or painting work shall be performed on any vehicle on the property.
9. Any vehicles occupying an unauthorized space or improperly parked will be removed at the vehicles owner expense. Illegal vehicles will be towed at owner's expense.
10. Vehicle washing shall be done at the maintenance shed located on 110 Saleesa Drive.
11. No garage shall be used or converted for business or pleasure activities. The garage is not to be utilized for any purpose that prevents the parking of a vehicle within said garage.

## Playground

1. All persons using the playground do so at their own risk; **NO LIABILITY IS ASSUMED BY THE ASSOCIATION**
2. The playground is for the use of residents and their visiting guests.
3. Children are the direct responsibility of their parents or guardians.

## Club House

1. The large social room is available for residents. Contact the management representative to reserve and rent.
2. Please refer to the Club House rental rules for other restrictions.

## Pool

1. All persons using the pool do so at their own risk; **NO LIABILITY IS ASSUMED BY THE ASSOCIATION**
2. The pool is for the use of residents and their visiting guests – limit 4 guests per household.
3. Infants and children of diaper age must wear swimmies.
4. Pool furniture must be protected from oils, creams, etc., by a towel.
5. Swim suits are required wear in the pool and pool area. Cut-off jeans/shorts are not permitted.
6. Food and Drink:
  - a. Food and drink are not allowed within (four) 4 ft. of the pool.
  - b. Glass containers are not allowed in the pool area.
7. The life saving poles and rings should only be used in emergency situations.
8. No playing of radios, TV, MP Players, I-Pods, beyond a reasonable noise level.
9. Persons under the age of 12 should be accompanied by an adult.
10. Pool area furniture is not to be removed from the pool area.
11. Ocean salt, sand, and tar are to be removed before entering the pool and pool area.
12. Shower before entering the pool.
13. **STATE LAW REQUIRES GATES TO THE POOL BE CLOSED AT ALL TIMES.**
14. Electronic Card replacement is \$50.00 non refundable
15. Pool cleaning, maintenance and certifications are maintained by a professional pool cleaning company.
16. The pool is open from dawn to dusk.
17. **STATE LAW PROHIBITS PETS IN THE POOL AREA.**
18. No bicycles, skateboards, scooters, or similar equipment are allowed in the pool area.
19. No smoking allowed in the pool area.



## Workout Room

1. Use at your own risk
- 2. NO LIABILITY IS ASSUMED BY THE ASSOCIATION**
3. Resident use ONLY. Guest must be accompanied by a resident.
4. Persons receiving medical treatment should consult with their physician before using the equipment.
5. Persons under the age of 16 years must be accompanied by an adult.
6. No food or drinks other than water are allowed in the area.
7. Proper attire is required, including appropriate shoes and shirts. Persons under the influence of alcohol or drugs are prohibited.
8. Notify management of any injuries.
9. Report broken or malfunctioning equipment to management.
10. Wipe equipment after each use.
11. NO animals in the building.
12. No horse play or rough—housing in the workout room.
13. All equipment is to be used as designed.
14. Users shall respect others and use equipment for no more than 30 minutes if there are others waiting.
15. Management has the right to restrict or deny the use of the facility to anyone violating these rules of use.

## Pets

1. Owners may only have two pets per unit.
2. The weight restrictions for pets are 45 pounds per pet adult weight.
3. Owners must furnish copies of veterinarian records showing pets have received and are up to date on all necessary vaccinations.
4. Only Dogs and Cats are allowed (permitted)
5. All pets must be registered with the Board of Directors/management representative prior to bringing on the property.
6. Pets must be non-aggressive breeds; no Pit Bulls, American Staffordshire Terriers, Pit Bull cross breeds, Rottweiler's, or similar breeds.
7. Cats MUST be contained in the unit in the interior of the owner's unit
8. **CATS AND DOGS MAY NOT BE ALLOWED TO ROAM FREELY ON THE OUTSIDE OF UNITS. THERE IS NO OPEN AREA FOR DOGS AND/OR CATS TO EXERCISE IN SOMERSET.** If any animal is allowed to roam without a leash, animal control may be called and the pet may be banned from the condominium property.
9. Pets may not be tied or leashed anywhere on the property (except for the use of a leash in walking the pet).
10. All solid pet waste is to be picked up by the owner immediately, properly disposed of in a plastic tie bag and placed in the provided containers or in the compactor.
11. Pets are NOT allowed in the pool area or club house.
12. Pets SHALL NOT be left unattended on a patio/balcony or outside the units.
13. No pets will be permitted for any renter/tenant or non-owner residents. Any existing renter/tenant or non-owner resident with pet(s) will be grandfathered in providing an existing pet was registered with the property Management Company on or before December 30, 2013 and weighs less than 45 pounds adult weight per pet. (Unless a larger pet was registered prior to 5-31-12)

## **Violations of Rules and Regulations**

1. Initially, the offending resident shall be advised of the violation in writing by the Property Manager.
2. A violation may, at the discretion of the Board of Directors, result in remedial measures as prescribed in the "SOMERSET Declaration of Condominium," as provided herewith.
3. The Association is responsible for the enforcement of the Rules and Regulations. The Board is empowered to levy monetary penalties, not to exceed One Hundred Dollars per day for a maximum of a \$1,000.00 per violation, against a unit owner.
4. Such penalties may constitute a lien against the unit owner's property.

## **Relief**

The Board of Directors shall have the power to grant relief to one or more residents under the particular circumstances involved from the provisions for specific restrictions contained in these Rules and Regulations upon written request and for the good cause shown in the sole opinion of the Board.

## **Extended Absence from Unit**

1. Advise the Association of contemplated absence period.
2. Shut off the hot water heater at the breaker box.
3. Shut off main water to the unit
4. Turn off the refrigerator and leave the door ajar.
5. Seal the toilet bowls with saran wrap to prevent evaporation, and to avoid leakage from sewer gases.
6. Disconnect TV and cable from receptacles.
7. Bring in patio/balcony furniture from a non enclosed patio/balcony.
8. Arrange for someone to perform periodic (bi-monthly) inspections of the unit.
9. Arrange for someone to install hurricane shutters should the need arise.
10. Complete an emergency contact form and provide to the management company.
11. Provide a key to the management company.
12. Air conditioning MUST be kept on to avoid mold. Set at 80 degrees or lower.